

The Honorable Ricardo S. Martinez

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

CARRINGTON MORTGAGE SERVICES,
LLC,

Plaintiff,

v.

KENNETH A. COUCH aka KEN A.
COUCH and VALINDA COUCH aka
VALINDA LEA COUCH, husband and
wife; DOES 1-10; and ALL OTHER
PERSONS, PARTIES, OR OCCUPANTS
UNKNOWN CLAIMING ANY LEGAL
RIGHT, TITLE, LIEN OR INTEREST IN
THE PROPERTY DESCRIBED IN THE
COMPLAINT HEREIN,

Defendants.

Case No.: 16-CV-01501-RSM

**DEFAULT JUDGMENT AGAINST ALL
DEFENDANTS**

It appearing from the records in the above-entitled action that default was entered pursuant to LCR 55(a) against Kenneth A. Couch aka Ken A. Couch; Valinda Couch aka Valinda Lea Couch; Does 1-10; and all other persons, parties, or occupants unknown claiming any legal right, title, lien or interest in the property described in the complaint herein (collectively, "Defendants"); and, it appearing from the Declaration of Plaintiff in support of Motion for Default Judgment and the records herein that Plaintiff has established its entitlement to the non-monetary relief sought.

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1 Now, therefore, on request of counsel for Plaintiff, the Default Judgment against
2 Defendants is hereby adjudged and entered as follows:

- 3 1. It is hereby declared that the terms and conditions of the Note and Deed of Trust of the
4 subject loan were not reformed by the February 21, 2014 Trial Period Plan under the
5 Bank of America Loan Modification Program ("BANA Loan Modification Letter");
6 and, that the original terms of the Note and Deed of Trust remain enforceable.
- 7 2. It is hereby declared that the BANA Loan Modification Letter is deemed rescinded
8 and is and was of no force and effect.
- 9 3. It is hereby declared that Plaintiff and Defendants are restored to their respective legal
10 position with respect to the Note and Deed of Trust as of the time just prior to the
11 BANA Loan Modification Letter.
- 12 4. It is hereby declared that Defendants are required to tender monthly installment
13 payments in accordance with the original terms of the Note and Deed of Trust.

14 DATED: August 1, 2017.

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16 RICARDO S. MARTINEZ
17 CHIEF UNITED STATES DISTRICT JUDGE

18 Presented by:

19 WRIGHT, FINLAY & ZAK, LLP

20 /s/ Laura N. Coughlin

21 Laura N. Coughlin, WSBA# 46124
22 *Attorney for Plaintiff*